

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Case No. 09 CV 3084 (RMB)

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CADLEROCK JOINT VENTURE, L.P.,

Plaintiff, **COMPLAINT**

-against-

ESMELDY AUTO CORP. and RAMON RAMIREZ,

Defendants.

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Plaintiff, by its attorneys, VLOCK & ASSOCIATES, P.C., complains against Defendants as follows:

**THE PARTIES**

1. Plaintiff CADLEROCK JOINT VENTURE, L.P., is a limited partnership organized and existing pursuant to the laws of the State of Ohio, with its principal place of business located at 100 North Center Street, Newton Falls, Ohio 44444.

2. Upon information and belief, Defendant ESMELDY AUTO CORP. is a corporation organized and existing pursuant to the laws of the State of New York, with its principal place of business at 20 Morningside Avenue, Suite 4J, New York, New York 10026.

3. Upon information and belief, Defendant RAMON RAMIREZ is an individual residing at 147A Manhattan Avenue, New York, New York 10025, and is the owner and president of Defendant ESMELDY AUTO CORP.

**JURISDICTION AND VENUE**

4. Jurisdiction over the subject matter of this action is properly in this Court pursuant to 28 U.S.C. § 1332, based upon diversity of citizenship of the parties. The amount in controversy herein exceeds the sum of \$75,000.00.

5. Venue is pursuant to 28 U.S.C. §1391, as the cause of action arose in the Southern District of New York.

**CAUSE OF ACTION**

6. On or about March 18, 2005, Defendant ESMELDY AUTO CORP., for valuable and substantial consideration, executed and delivered to Plaintiff's predecessor-in-interest, HSBC Bank USA, N.A., a Business Loan Note which was approved in the principal sum of \$100,000.00. A copy of the said Business Loan Note ("Note"), together with the acceptance letter dated March 30, 2005, are annexed hereto collectively as Exhibit "A" and the terms and provisions thereof are incorporated herein as if more fully set forth at length hereinafter.

7. The obligations of Defendant ESMELDY AUTO CORP. were guarantied by Defendant RAMON RAMIREZ, pursuant to the terms set forth in the Note annexed hereto as Exhibit "A."

8. On or about August 27, 2008, HSBC BANK USA, N.A. transferred and assigned all of its right, title and interest to the Note to Plaintiff, CadleRock Joint Venture, L.P. A copy of the Allonge is annexed hereto as Exhibit "B."

9. Pursuant to the terms of the Note, Defendants agreed to pay to Plaintiff the principal and interest at rate of 7.9 percent per annum and other charges as provided therein, equal to or more than the minimum monthly amounts due upon each monthly statement.

10. Pursuant to the terms of the Note, in case of default in the payment of any principal or interest or other charges due that might become due thereon, or in case of a default in the compliance with the other terms, covenants or conditions therein, Plaintiff could declare the entire indebtedness immediately due and payable.

11. Pursuant to the terms of the Note, in case of default in the payment of any principal or interest or other charges due that might become due thereon, Defendants are liable for all costs and expenses, including attorneys' fees, incurred by Plaintiff in collecting the sums due thereunder.

12. Defendants defaulted with respect to their obligations under the Note by failing to timely pay principal and interest and other charges as required, and Defendants are currently in default.

13. More than ten (10) days have elapsed since said sums became due and payable, and Plaintiff has demanded payment in full by letter dated March 27, 2007. A copy of the said letter is annexed hereto as Exhibit "C."

**DEMAND FOR RELIEF**

Plaintiff demands judgment against Defendants as follows:

- a. In the sum of \$78,934.05, together with interest from March 13, 2009, as set forth in the Note at the rate of 7.9 percent per annum, together with late fees and other charges;
- b. For attorneys' fees and expenses incurred by Plaintiff in this action in a sum to be determined by the Court; and
- c. For such other and further relief as the Court deems just and proper under the circumstances, together with interest, and the costs and disbursements of this action.

Dated: New York, New York  
March 25, 2009

VLOCK & ASSOCIATES, P.C.  
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By: s/Stephen Vlock  
Stephen Vlock (SV 0067)